

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

CREEDON CONTROLS, INC., a Delaware)	
corporation,)	
)	C. A. No. 05CV300 (JJF)
Plaintiff,)	
)	
v.)	
)	
BANC ONE BUILDING CORPORATION,)	
an Illinois corporation; and FOREST ELECTRIC)	
CORPORATION, a New York corporation,)	
)	
Defendants.)	

DUAL APPENDIX
SUBMITTED IN SUPPORT OF
PLAINTIFF CREEDON CONTROLS, INC.'S
OPPOSITION TO
MOTION FOR SUMMARY JUDGMENT
FILED BY BANC ONE BUILDING CORPORATION
AND
MOTION FOR PARTIAL SUMMARY JUDGMENT
FILED BY FOREST ELECTRIC CORPORATION

VOLUME ONE

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IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

Creedon Controls, Inc., a Delaware corporation,)
) C. A. No. _____
Plaintiff,)
) JURY TRIAL DEMANDED
v.)
) AFFIDAVIT OF DEFENSE
Banc One Building Corporation, an Illinois) REQUIRED BY 10 DEL. C. §3901
corporation; and Forest Electric Corporation, a)
New York corporation,) NON-ARBITRATION CASE
)
Defendants.)

COMPLAINT AND STATEMENT OF CLAIM FOR MECHANICS' LIEN

COUNT I

(Statement of Claim for Mechanics' Lien)

1. Plaintiff, Creedon Controls, Inc. (hereinafter "CCT") is a corporation of the State of Delaware, with its principal place of business located at 3424 Old Capitol Trail, Wilmington, Delaware 19808.

2. Defendant Banc One Building Corporation (hereinafter "Banc One") is a corporation of the State of Illinois. Service of process may be made upon Banc One by serving the Secretary of State of the State of Delaware, pursuant to 10 Del. C. §3104. Banc One is the owner of the structure and the land and premises that are the subject of this Statement and Claim for Mechanics' Lien.

3. Defendant Forest Electric Corporation (hereinafter "Forest") is a corporation of the State of New York. Forest's Registered Agent is The Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

4. The Banc One Project #6B - General Lighting & Power Contract (hereinafter

"Project #6B"), was made between CCI and Banc One as the owner of the structure, as evidenced and set forth in the attached Exhibit "A", and as modified as set forth in the letter of Patricia Creedon, President of CCI, dated June 14, 2004, with attached Addendum 1, as more fully set forth in the attached Exhibit "B".

5. The amount claimed to be due is \$2,985,758, as more specifically set forth in the "Bill of Particulars", a copy of which is attached hereto as Exhibit "C".

6. The date on which labor and the furnishing of the materials began, was October 6, 2003.

7. The date on which the furnishing of the materials, labor, and equipment was completed by CCI was September 22, 2004. The date of the completion of the structure was on or about September 22, 2004. The date when the payment of 90% of the contract price, including the value of any work done pursuant to the contract modifications or change orders, was made to CCI has not yet occurred. The date when CCI submitted its final invoice to Banc One was March 31, 2005.

8. The location of the property that is the subject of this statement and claim for Mechanics' Lien is described as 4001 Governor Printz Boulevard, Wilmington, Delaware, being Tax Parcel No. 06-149.00-002, and being more particularly bounded and described in the Deed attached hereto as Exhibit "D", and incorporated herein by reference, and is known as the Banc One Core Data Center II (hereinafter "Data Center").

9. The labor was done and the materials and equipment furnished by CCI, on the credit of the structure.

10. The amount of CCI's claim is in excess of \$25.00; to-wit, \$2,985,758, and neither that amount nor any part thereof has been paid to CCI.

11. The amount which CCI claims is due it is \$2,985,758.

12. No mortgage of the type described in 25 Del. C. §2712(b)(11) exists on the structure.

13. Alternatively, it is alleged that CCI made its contract directly with Forest, a subcontractor and/or agent of Banc One.

14. In support of its claim for a Mechanics' Lien, based upon a direct contract with Forest, CCI relies upon 25 Del. C. §2711(b), and states that the date that final payment, including all retainage, is due to CCI is May 2, 2005, and that it is unknown what date final payment was made (if at all) to a contractor who has contracted directly with Banc One, or with whom such person has a contract, express or implied, for the furnishing of labor, material and equipment, in connection with the project that is the subject of this litigation.

COUNT II
(Breach of Contract - Banc One)

15. CCI incorporates herein by reference, Paragraphs 1 through 14 of this Complaint, as though set forth at length herein.

16. CCI entered into an agreement with Forest, as agent for and on behalf of Banc One, for the performance of labor, materials, and equipment supplied for the Data Center.

17. The work performed by CCI, for Project #6B, in accordance with its agreement with Banc One, is as more fully set forth in the attached Exhibit "A", as modified and supplemented by the letter of Patricia Creedon, President of CCI, to Forest, dated June 14, 2004,

with attachments, a copy of which is attached hereto as Exhibit "B".

18. In accordance with the agreements of CCI and Banc One, and in good faith, CCI performed additional work at the request of Banc One, pursuant to change orders approved and unpaid, approved but not submitted, and approved but repriced and rebilled; and CCI is entitled to \$146,684 for such change orders.

19. In accordance with the agreement of the parties, and in good faith, CCI performed certain additional work at the request of Banc One, in accordance with properly submitted but unapproved and unpaid change orders. CCI has incurred further costs in completing its contract with Banc One. CCI is entitled to \$2,657,694 for such change orders.

20. In accordance with the agreements of the parties, as more fully set forth in the Exhibits "A" and "B", and other agreements of the parties, CCI performed services and supplied materials and equipment for Project #6B, having a value of \$6,402,106 of which \$3,416,348 has been paid, and \$2,985,758 remains due and owing.

COUNT III
(Breach of Contract - Forest)

21. CCI incorporates herein by reference, Paragraphs 1 through 20 of this Complaint, as though set forth at length herein.

22. Defendant Forest invited CCI to bid on the project known as Project #6B.

23. In reliance of the representations made by Defendant Forest at bid time, CCI made its bid for Project #6B, for \$3,152,000. In making such bid, CCI relied upon the bid documents provided at bid time, by Banc One and its representatives and agents, and the expectancy of

normal industry practice, in the conduct, scheduling, and coordination of Project #6B.

24. In accordance with the bid documents, CCI prepared a detailed schedule used as the basis of its bid calculations of manpower utilization, supervision, peak manpower, and cash-flow requirements.

25. The bid of CCI was accepted, and CCI and Forest entered into an agreement that CCI would complete Project #6B, for services including lighting in Areas A through G of the Data Center, general power receptacles in Areas A through G, and all electrical requirements in the Administration Building (with a few exceptions), feeders, power and lighting panels, automatic transfer switches, inverter systems, lighting control system, and empty voice and data conduits, in Areas A through G and the Administration Building.

26. Defendant Forest represented to CCI that the work would be completed substantially in accordance with the bid package, and substantially in accordance with a subcontract agreement delivered to CCI by Defendant Forest by letter dated May 4, 2004, as set forth in the attached Exhibit A, and as further modified and agreed to as set forth in Exhibit "B."

27. In accordance with said agreement between CCI and Forest, CCI performed services and supplied materials, and equipment for the Project #6B, having a value of \$6,402,106, of which \$3,416,348 has been paid, and \$2,985,758 is due and owing.

28. In accordance with the agreements of CCI and Forest, and in good faith, CCI performed additional work at the request of Forest, pursuant to change orders approved and unpaid, approved but not submitted, and approved but repriced and rebilled; and CCI is entitled to \$146,684 for such change orders.

29. In accordance with the agreement of the parties, and in good faith, CCI performed certain additional work at the request of Forest, in accordance with properly submitted but unapproved and unpaid change orders. CCI has incurred further costs in completing its contract with Forest. CCI is entitled to \$2,657,694 for such change orders.

COUNT IV
**(Recovery of Labor, Material, Equipment, and General
Condition Costs for Delay - Banc One and Forest)**

30. CCI incorporates by reference paragraphs 1 through 29 of this Complaint, as though set forth at length herein.

31. In connection with CCI's preparation of its bid proposal, for completion of the work identified in the agreement of the parties, made to Forest, for itself and on behalf of Banc One, CCI carefully examined all bid documents related to the agreements, and prepared its proposal, and negotiated with Forest, for itself and on behalf of Banc One. The price for which CCI eventually agreed to perform the contract work was fair and reasonable for the work described in the agreements, and based upon the scope and schedule of the work set forth in the bid proposal.

32. Implied in the agreements of the parties were certain promises and warranties on the part of Forest, for itself and on behalf of Banc One, as follows:

(a) that they would promptly make the Project site available, in a reasonable sequence, and would provide prompt access to work areas in order to permit CCI to perform its work without unreasonable suspension, hindrance or delay, as reasonably anticipated by CCI at

the time and the basis of CCI's bid;

(b) that it would not prevent, hinder, or delay CCI in the performance of its contract work and would at all times do whatever was necessary to enable CCI to perform its contract work in a timely, orderly, efficient, and economical manner, as reasonably anticipated by CCI at the time and the basis of CCI's bid;

(c) that the Project would be constructed as designed and described in the agreements of the parties (with only minor changes), as reasonably anticipated by CCI at the time and the basis of CCI's bid; and

(d) that the Project would be managed and constructed in the manner and sequence contemplated by the agreements of the parties and completed within the contract time specified therein, as reasonably anticipated by CCI at the time and the basis of CCI's bid.

33. As a result of failures by Forest, for itself and on behalf of Banc One, CCI was not able to complete Project #6B in a timely fashion.

34. The delays in completing the contract work required CCI to extend the performance of its work following entry into agreements with Forest, for itself and on behalf of Banc One, and to incur increases in labor and material costs, and substantially more general conditions cost and extended home office overhead and other costs than could be reasonably anticipated at the time of bid preparation and at the time the parties reached their agreements.

35. CCI's bid proposal and its performance of the agreements of the parties were based on the expectation of, and in reliance upon, the fact that: (1) the construction of the Data Center would progress on time and in an orderly, coordinated and expeditious manner (including

an effective and workman-like planning and based upon CCI's schedule at bid time, based upon scheduling by Forest, for itself and on behalf of Banc One, at bid time, and as mutually changed thereafter), without undo delay, disruption and/or interference; and (2) the Data Center would be completed in accordance with the time provided by the agreement of the parties, as reasonably anticipated by CCI at bid time, and at the time the parties reached their agreements.

36. As Forest, for itself and on behalf of Banc One, caused CCI to complete its work at the Project months after the time for completion as provided in the schedules and agreements, Forest, for itself and on behalf of Banc One, breached the agreements.

37. The aforesaid breach by Forest, for itself and on behalf of Banc One, hindered, obstructed, interfered with, and delayed the performance of CCI's work, so that it could not be completed in a manner contemplated by the agreements of the parties, as reasonably anticipated at bid time, in that Forest:

- a) failed to properly plan, schedule and coordinate the work on the Project #6B as a whole;
- b) failed to obtain responses to requests for information and to obtain and effectuate design and engineering changes and clarifications in a timely and coordinated manner, so as not to impede or disrupt the progress of CCI's work;
- c) failed to furnish to CCI with accurate and coordinated drawings and dimensions, adequate design details, and failed to properly obtain and issue approved shop drawings, all of which hindered CCI in the

prosecution of its work; and

- d) directly interfered with the scheduling and performance of CCI's work by causing changes and disruptions to its reasonably planned methods and sequences of work, which served as the basis of CCI's bid.

38. Because of the various breaches of contract by Forest, for itself and on behalf of Banc One, enumerated above, CCI was:

- a) deprived of the construction methods, techniques, procedures and scheduling of performance, originally contemplated at bid time, and the basis of CCI's bid and basis of the agreements of the parties;
- b) caused to perform the work under the agreements of the parties in methods, sequences, techniques, procedures, and scheduling of performance, contrary to usual industry practice;
- c) prevented from performing its contract work in an orderly, effective, expeditious, and economical manner;
- d) forced to perform phases of its contract work under job conditions which adversely affected labor productivity;
- e) forced to perform work beyond the requirements of the agreements;
- f) forced to move CCI equipment and materials, and that of others, in order to continue CCI's work;
- g) prevented from realizing the profits originally contemplated at bid time by CCI under the agreements of the parties;

- h) unable to store tools, materials, and equipment in a safe place to prevent damage and loss; and
- i) caused to perform its contract work out of sequence and without timely or continuous access to work areas.

39. As a result of the aforementioned breaches of contract by Forest, for itself and on behalf of Banc One, CCI has suffered delay damages in an amount in excess of \$2,657,694 all of which resulted in CCI having to incur increased labor, material, and general conditions costs in the performance of its contract work during the contract time, and after the original completion date thereof, all in excess of the costs contemplated at bid time, the basis of CCI's bid under the agreements of the parties. Such costs are in addition to other amounts demanded in this litigation.

40. Despite repeated demands, CCI has not received compensation for the aforementioned labor, material, general conditions costs, and tended home office overhead and other costs, under the agreement or otherwise.

41. Forest and Banc One must pay CCI for all additional general condition costs, and extended home office overhead and other costs it incurred after the completion date set forth in the agreements.

COUNT V
(Unjust Enrichment)

42. CCI hereby incorporates by reference, Paragraphs 1 through 41 of this Complaint, as though set forth at length herein.

43. CCI conferred a benefit upon Forest and Banc One, by supplying certain labor, materials, and equipment, and incurring other costs, under Project #6B, to construct the Data

Center.

44. The value of the benefit conferred by CCI upon Forest and Banc One, for which CCI has not received payment is \$2,985,758.

45. Forest and Banc One have appreciated, accepted, and retained the benefit conferred upon them by CCI, without paying for the same, and it would be inequitable for Forest and Banc One to retain the benefit conferred, without payment to CCI, for the value of the same.

46. All conditions precedent have been performed or have occurred.

COUNT VI
(6 Del. C. Chapter 35 - CCI)

47. CCI incorporates by reference, Paragraphs 1 through 46 of this Complaint, as though more fully set forth herein at length.

48. Upon information and belief, Forest has received funds from Banc One in connection with the agreement between Forest and CCI, for the work performed by CCI under Project #6B.

49. The agreed upon work to be performed by CCI has been fully performed. CCI has submitted invoices to Forest for such services, and Forest has refused appropriate payment.

50. Forest has not applied or used those funds by making payments due to CCI, in violation of 6 Del. C. Chapter 35, and has failed to apply monies received by it for work performed by CCI.

51. A constructive trust is imposed for the benefit of CCI, upon funds received or held

by Forest with respect to Project #6B.

52. In accordance with 6 Del. C. §3509, CCI is entitled to its attorneys' fees; arbitration costs, if any; expert witness fees; and the costs of this action.

COUNT VII
(6 Del. C. Chapter 36 - Banc One)

53. CCI incorporates by reference, Paragraphs 1 through 52 of this Complaint, as though more fully set forth at length herein.

54. Banc One has failed to pay CCI amounts due to CCI for services performed and materials supplied to Project #6B.

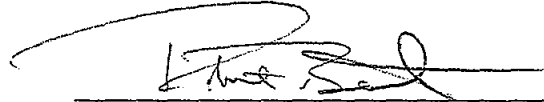
55. The agreed-upon work to be performed by CCI has been fully performed. CCI has submitted invoices to Banc One for such services, and Banc One has refused appropriate payment.

56. In accordance with 6 Del. C. §3509, CCI is entitled to attorneys' fees, arbitration costs, if any, expert witness fees, and the costs of this action.

WHEREFORE, Plaintiff CCI Controls, Inc., demands judgment against Defendants Banc One Building Corporation and Forest Electric Corporation, in the amount of \$2,985,758 and such further amounts which the trier of facts determines to be equitable and just, attorneys' fees, pre-judgment, post-judgment interest, expert witness fees, arbitration fees (if any), and the costs of this action, and that an *in rem* judgment for a Mechanics' Lien, in Plaintiff's favor and against the structure and property that are the subject of the Statement of Claim for Mechanics' Lien, in the amount of \$2,985,758, and such other and further relief as the Court deems appropriate and

just.

Cohen, Seglias, Pallas, Greenhall &
Furman, P.C.



Edward Seglias, Esq. (I. D. No. 2822)
Robert K. Beste, Jr., Esq. (I. D. No. 154)
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(302) 425-5089
Attorneys for Plaintiff

Date: 8/19/05

RKB/msj
06894-0001

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

Creedon Controls, Inc., a Delaware corporation,)
) C. A. No. _____
Plaintiff,)
) JURY TRIAL DEMANDED
v.)
) AFFIDAVIT OF DEFENSE
Banc One Building Corporation, an Illinois)
corporation; and Forest Electric Corporation, a)
New York corporation,) REQUIRED BY 10 DEL. C. §3901
) NON-ARBITRATION CASE
Defendants.)

AFFIDAVIT

STATE OF DELAWARE :
 : SS
NEW CASTLE COUNTY :

BEING FIRST DULY SWORN, according to law, the undersigned does depose and state
the following:

1. That I am the President of Creedon Controls, Inc.
2. That I have reviewed the attached Complaint and Statement of Claim for Mechanics' Lien and incorporated exhibits;
3. That the facts stated in the attached Complaint and Statement of Claim for Mechanics' Lien are true and correct;
4. That the principal sum of \$2,985,758 plus interest, counsel fees, and costs of this action are demanded for Creedon Controls, Inc., and that the sums are justly due and owing.

CREEDON CONTROLS, INC.

BY: Patricia Creedon

Patricia Creedon, President

SWORN TO AND SUBSCRIBED before me, the 14th day of Apr., 2005.

[Signature]
Notary Public

My Commission Expires: N/A

RKB/msj
06894-0001

B-0014

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CREEDON CONTROLS, INC., a Delaware
corporation,

Plaintiff,

v.

BANC ONE BUILDING CORPORATION, an
Illinois corporation, and FOREST ELECTRIC
CORPORATION, a New York corporation,

Defendants.

C.A. NO. 05-CV-300-JJF

JURY TRIAL DEMANDED

**DEFENDANT BANC ONE BUILDING CORPORATION'S ANSWER
TO COMPLAINT AND AFFIRMATIVE DEFENSES**

COUNT I

(Statement of Claim for Mechanics' Lien)

1. Admitted.
2. Admitted.
3. This allegation is not directed to answering defendant, and therefore, no response is required. To the extent an answer is required this averment is denied.
4. Denied.
5. Admitted that plaintiff is claiming that amount. Denied that the amount claimed by plaintiff is due and owing. The remainder of the averments in paragraph 5 of the Complaint are denied.
6. Denied.
7. Denied.

8. Admitted.

9. Admitted.

10. Admitted that the plaintiff is claiming an amount in excess of \$25.00. Denied that any amount claimed is due and owing. Answering Defendant denies the remainder of the averments in paragraph 10 of the Complaint.

11. Admitted that plaintiff claims that the stated amount is due. Answering Defendant denies that any amount claimed is due and owing.

12. Admitted.

13. Denied. Admitted that Forest Electric Corp. acted as electrical trade manager and agent for Banc One.

14. Denied.

COUNT II
(Breach of Contract – Banc One)

15. Answering Defendant repeats and re-alleges the answers to the averments contained in paragraphs 1 through 14 as though fully set forth herein.

16. Denied. Admitted that CCI entered into a contract for the project entitled Project 6B.

17. Denied.

18. Denied.

19. Denied.

20. Denied.

COUNT III
(Breach of Contract – Forest)

21. Answering Defendant repeats and re-alleges the answers to the averments contained in paragraphs 1 through 20 as though fully set forth herein.

22. This allegation is not directed to answering defendant, and therefore, no response is required. To the extent a response is required this averment is denied.

23. This allegation is not directed to answering defendant, and therefore, no response is required. To the extent a response is required this averment is denied.

24. This allegation is not directed to answering defendant, and therefore, no response is required. To the extent a response is required this averment is denied.

25. This allegation is not directed to answering defendant, and therefore, no response is required. To the extent a response is required this averment is denied.

26. This allegation is not directed to answering defendant, and therefore, no response is required. To the extent a response is required this averment is denied.

27. This allegation is not directed to answering defendant, and therefore, no response is required. To the extent a response is required this averment is denied.

28. This allegation is not directed to answering defendant, and therefore, no response is required. To the extent a response is required this averment is denied.

29. This allegation is not directed to answering defendant, and therefore, no response is required. To the extent a response is required this averment is denied.

COUNT IV
**(Recovery of Labor, Material, Equipment, and General
Condition Costs for Delay – Banc One and Forest)**

30. Answering Defendant repeats and re-alleges the answers to the averments contained in paragraphs 1 through 29 as though fully set forth herein.

31. Answering Defendant is without sufficient knowledge or information to admit or deny this averment.

32. Denied.

33. Denied.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

39. Denied.

40. Denied except admitted plaintiff made a demand but denied any amount is owing.

41. Denied.

COUNT V
(Unjust Enrichment)

42. Answering Defendant repeats and re-alleges the answers to the averments contained in paragraphs 1 through 41 as though fully set forth herein.

43. Denied.

44. Denied.

45. Denied.

46. Denied.

COUNT VI
(6 Del. C. Chapter 35 – CCI)

47. Answering Defendant repeats and re-alleges the answers to the averments contained in paragraphs 1 through 46 as though fully set forth herein.

48. Admitted to the extent that some funds have been received but not the funds demanded by CCI.

49. Denied.

50. Denied.

51. Denied.

52. Denied.

COUNT VII
(6 Del. C. Chapter 36 – Banc One)

53. Answering Defendant repeats and re-alleges the answers to the averments contained in paragraphs 1 through 52 as though fully set forth herein.

54. Denied.

55. Denied.

56. Denied.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff has waived any and all claims herein by failing to fulfill conditions precedent to any entitlement to payment.

THIRD AFFIRMATIVE DEFENSE

All work performed by Plaintiff was within the scope of the contract terms and did not qualify as additional work.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's bid was defective and any delay or added charges are not the responsibility of answering Defendant.

FIFTH AFFIRMATIVE DEFENSE

Claims set forth by Plaintiff are barred by promissory estoppel.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs did not confer any recoverable benefit upon Defendant Banc One.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff failed to prepare and submit Charge Orders as required by the contract.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff waived entitlement to any of the claims it is pursuing because it failed to comply with applicable contract terms, including but not limited to submitting Charge Orders and Field Requests.

NINTH AFFIRMATIVE DEFENSE

Any additional work claimed by CCI was not approved by Banc One required under the contract.

TENTH AFFIRMATIVE DEFENSE

Defendants are not required to comply with 10 Del. C. §3901 because this rule of pleading and practice applies in State court only.

TWELFTH AFFIRMATIVE DEFENSE

CCI was paid for work performed.

THIRTEENTH AFFIRMATIVE DEFENSE

CCI executed waivers and releases of liens for the work performed.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff's extracontractual claims are not covered under the mechanics liens statute and therefore fail to state a claim.


FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff did not properly meet the Bill of Particulars requirements pursuant to 25 Del. C. § 2712(4).

WHEREFORE, answering defendant Banc One Building Corporation hereby demands judgment in its favor and against Plaintiff and any other further relief as this Court deems fair and just.

McCARTER & ENGLISH, LLP

By:


Paul A. Bradley (DE Bar ID #2156)
Jennifer M. Zelvin (DE Bar ID #4325)
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(302) 984-6300

*Attorneys for Banc One
Building Corporation*

Dated: June 13, 2005

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF DELAWARE

CREEDON CONTROLS, INC., a Delaware
corporation,

Plaintiff,

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BANC ONE BUILDING CORPORATION, an
Illinois corporation, and FOREST ELECTRIC
CORPORATION, a New York corporation,

Defendants.

C.A. NO. 05-CV-300-JJF

JURY TRIAL DEMANDED

AFFIDAVIT

STATE OF DELAWARE

COUNTY OF NEW CASTLE

:
:
: SS
:

Be it remembered, that on this 8th day of June, 2005, personally appeared before me,
the subscribed, a notary public in and for the State and County of foresaid, Scott A. Capaldi,
Assistant Vice President, JPMorgan Chase & Co., who being by me first wholly sworn according to
law, do depose and say that the facts stated in the foregoing Answer, Affirmative Defenses are true
and correct, that he verily believes that there is a legal defense to the whole cause of action because:

1. I am authorized to execute this affidavit, and have knowledge regarding the project
and the issues underlying this claim;

2. The applicable contract between the parties, Creedon Controls, Inc. ("CCI") and
Banc One Building Corporation ("Banc One") is Single Project Construction Services Agreement
Contract No. 6B (the "Agreement").

WL1: 107281.01

B-0023

3. Banc One paid for any and all materials and labor, if any, provided by or performed by CCI;

4. CCI did not perform any work that would qualify, under the terms of the Agreement, as extra or additional work;

5. Any additional or extra work performed by the CCI was not authorized by Banc One in accordance with the terms of the Agreement;

6. No change orders were submitted or approved relating to the claims now being made in the Complaint;

7. CCI failed to comply with the terms of the Agreement by, including but not limited to, failing to submit Change Orders and Field Requests;

8. Banc One did not approve the claimed amount that CCI is now seeking payment for;

9. CCI executed waivers and releases of liens for the work performed;

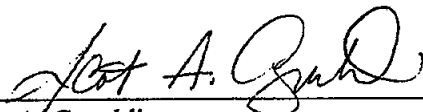
10. CCI failed to abide by the terms and conditions of the Agreement

11. The claims submitted by CCI are unsupported by the events that occurred during the course of the project;

12. CCI failed to execute the necessary documents and the Agreement thus precluding any further payment by Banc One;

13. CCI has not presented any valid evidence pursuant to the Agreement justifying the payments it now seeks; and

14. Banc One reserves the right to supplement and present additional defenses to be identified during the course of discovery.



Scott A. Capaldi
Assistant Vice President
JPMorgan Chase & Co.

DATED: 6/8/05

STATE OF DELAWARE :
: SS
COUNTY OF NEW CASTLE :

Sworn to and subscribed before me this 8 day of June, 2005.



Notary Public

My Commission Expires:

ADMITTED TO DELAWARE BAR 12/17/02
ATTORNEY
JENNIFER ZELVIN
NOTARY
UNIFORM LAW ON NOTARIAL ACTS
PURSUANT TO 29 DEL.C. SEC 4323(3)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

CREEDON CONTROLS, INC., a Delaware
corporation,

Plaintiff,

v.

BANC ONE BUILDING CORPORATION, an
Illinois corporation, and FOREST ELECTRIC
CORPORATION, a New York corporation,

Defendants.

C.A. NO. 05-CV-300-UNA

JURY TRIAL DEMANDED

AFFIDAVIT

STATE OF NEW YORK

COUNTY OF NEW YORK

:
: SS
:

Be it remembered, that on this 24 day of May, 2005, personally appeared before me, the subscribed, a notary public in and for the State and County of foresaid, Paul Angerame, Senior Vice President, Forest Electric Corp. ("Forest Electric"), who being by me first wholly sworn according to law, do depose and say that the facts states:

1. I am Senior Vice President with Forest Electric. I have been employed by Forest Electric for approximately nine years and was Project Manager, Vice President on the Banc One project that is the subject of this suit.

2. I have knowledge regarding the project and claims made by Creedon Controls, Inc. ("CCI").

3. I have reviewed the Complaint filed by CCI and the Answer To Complaint and Affirmative Defenses.

WL1:106773.01

4. Forest Electric was the Electrical Trade Manager and Construction Manager for the electric trades acting as agent for Banc One Building Corporation ("Banc One").

5. I believe that based on my knowledge regarding the project that the amount claimed in the Complaint is not due and owing and that Forest Electric has a valid defense to the Complaint, including but not limited to:

- a) The Construction Services Agreement Contract No. 6B was between CCI and Banc One only with Forest Electric acting as agent for Banc One, the owner;
- b) No change orders were submitted or approved relating to the claims now being made in the Complaint;
- c) No field requests for changes in work were submitted or approved relating to the claims were made;
- d) Neither Forest Electric nor Banc One approved the claimed amount that CCI is now seeking payment for;
- e) CCI has not presented any valid evidence pursuant to the contract documents justifying the payments it now seeks;
- f) CCI failed to abide by the terms and conditions of the agreement;
- g) The claims submitted by CCI are unsupported by the events that occurred during the course of the project; and
- h) Forest Electric owes nothing to CCI since it acted as agent of Banc One only.

6. Defendant reserves the right to supplement and present additional defenses once discovery has been taken.



Paul Angerame
Senior Vice President

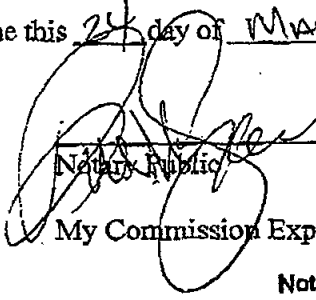
DATED:

5-24-05


STATE OF NEW YORK
COUNTY OF NEW YORK

:
: SS
:

Sworn to and subscribed before me this 24 day of May, 2005.


Notary Public

My Commission Expires


DONNA M. LUCAS
Notary Public, State of New York
No. 01LU4957670
Qualified in New York County
Commission Expires October 23, 2005

CERTIFICATE OF SERVICE

I, Paul A. Bradley, Esquire, hereby certify that a true and correct copy of Defendant Forest Electric Corp.'s Answer to Complaint and Affirmative Defenses were served on this 24th day of May, 2005 on the following counsel of record via the Electronic Filing.

/S/ PAUL A. BRADLEY

Paul A. Bradley (DE Bar ID 2156)

SINGLE PROJECT
CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 2 - TRADE MANAGER

Pre-bid meetings will/ be held. If applicable, the pre-bid meeting will occur at CDC #2 - 4001 Governor Printz Blvd., Wilmington, DE 19802.

When completed, return five (5) executed copies of this Single Project Construction Services Agreement if by U.S. mail addressed to Owner c/o Tishman Construction Corporation of Maryland, 666 Fifth Avenue, NY, NY 10103 in each case for receipt by Owner by or before 3:00 P.M. on January 21, 2004.

Owner:
 Banc One Building Corporation
 1 Bank One Plaza
 Mail Code IL1-0505
 Chicago, IL 60670-0503

Electrical Trade Manager:
Forest Electric Corp.
Two Penn Plaza
New York, New York 10121

Owner's Project Manager:
 Karl Wm. Auwarter, VP, Real Estate

Electrical Trade Manager's Key Staff Members:
 Superintendent: Charles Caruso
 Assistant Superintendent: Vsevolod Husar

Building Owner/Manager: None

Site:
Bank One Core Data Center #2
4001 Governor Printz Blvd.
Wilmington, DE 19802

Other Key Staff:

Title	Name:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Construction Manager:
 Tishman Construction Corporation of Maryland
 666 Fifth Avenue
 New York, New York 10103-0256

Electrical Trade Manager's Authorized Signatories:
 1. **Philip Altheim**
 2. **Paul Angerame**
 3. _____
 4. _____

This Single Project Construction Services Agreement is made as of the 12th day of September 2003 ("Agreement") between Construction Manager and Electrical Trade Manager. This Agreement, including all exhibits attached hereto, together with all drawings, specifications and modifications issued after the execution of this Agreement and delivered to Electrical Trade Manager, are herein called the "Contract" and the "Contract Documents". Construction Manager and Electrical Trade Manager agree to the terms and conditions set forth in the Contract Documents.

- The project ("Project") consists generally of, and a general description of the Work is (and, if applicable, a more detailed description of the Work is set forth on Exhibit C), as follows: Trade manager for Electrical work
- Electrical Trade Manager acknowledges it received the plans and specifications that are listed on, and, as applicable, a more detailed description of the Work as set forth on, Exhibit C hereto.
- Electrical Trade Manager's obligations under this Agreement ~~will~~ will not (strike through one) require payment and performance bonds as set forth in Section 6.04 of the General Conditions attached hereto as

Exhibit G ("General Conditions"). If no selection is clearly made in the preceding sentence, then payment and performance bonds will be required as set forth in Section 6.04 of the General Conditions.

4. Liquidated damages will ~~will not~~ (strike through one) be applicable to the Project as set forth in Section 7.03 of the General Conditions. If required, the "Per Day Liquidated Damage Amount" is \$5,000 per day, but will be limited to no more than \$500,000.00 aggregate for the Electrical Trade Manager. Liquidated Damages will only apply if enforced by Bank One.

5. The "Contract Sum" is (check only one and fill in the applicable blank(s) with desired amount):

X The Cost of the Work plus (a) Electrical Trade Manager's Fee which is equal to 6 % of the Cost of the Work plus (b) the cost of Electrical Trade Manager's general conditions per Schedule 8.01 ~~reimbursable for all on-site expenses~~. No retention on General Conditions. 10% Retainage on Fee.

_____ The Cost of the Work plus (a) Electrical Trade Manager's Fee which is equal to \$_____ plus (b) the cost of Electrical Trade Manager's general conditions items which shall not exceed _____ % of the Work.

_____ The Cost of the Work, which shall not exceed \$_____, plus (a) Electrical Trade Manager's Fee which is equal to _____ % of the Cost of the Work plus (b) the cost of Electrical Trade Manager's general conditions items which shall not exceed _____ % of the Work.

_____ The Cost of the Work, which shall not exceed \$_____, plus (a) Electrical Trade Manager's Fee which is equal to \$_____ plus (b) the cost of Electrical Trade Manager's general conditions items which shall not exceed _____ % of the Work.

Upon final completion of the Work at the time of the final payment being made to Electrical Trade Manager, all costs associated with unused allowances and contingencies will be adjusted and returned to the Owner.

6. Written notice shall be deemed to be duly served if served to the Construction Manager or Electrical Trade Manager, as the case may be, at the respective address set forth below in accordance with Section 6.03 of the General Conditions:

If to Construction Manager, addressed to:
Tishman Construction Corporation of
Maryland
666 Fifth Avenue
New York, New York 10103-0256
Attention: William Stanton

If to Electrical Trade Manager, addressed to:

Forest Electric Corp.
Two Penn Plaza
New York, New York 10121

Attention: Philip Althem

With a copy to Owner:

With a copy to:

Bank One
301 N. Walnut Street
Wilmington, DE 19801

EMCOR Group, Inc.
301 Merritt Seven Corporate Park
Norwalk, CT 06851

Attention: Karl Auwarter

Attn: Contract Services

7. Construction Manager hereby represents to Electrical Trade Manager that (i) Owner has retained Construction Manager to act as Owner's construction manager to arrange for the construction of the Project; and (ii) Construction Manager has full power and authority and is duly authorized to execute and deliver this Contract with and to Construction Manager upon the terms and conditions set forth herein. All communications from Owner to Electrical Trade Manager shall be delivered either (i) to Construction

Manager with instructions to forward such communications to Electrical Trade Manager, or (ii) directly to Electrical Trade Manager with a simultaneous notification to Construction Manager. All written approvals and actions required of or permitted to be taken by Owner under the Contract shall be effective if executed by either Owner or by Construction Manager acting on Owner's behalf, and Electrical Trade Manager shall be permitted to rely on all such written approvals unless and until Owner (and not Construction Manager) notifies Electrical Trade Manager in writing to the contrary. Electrical Trade Manager shall be entitled to rely on information communicated through the Construction Manager and work with the Construction Manager until Owner provides written notice of the termination of such Construction Manager's responsibilities or a substitution of such Construction Manager.

This Agreement shall be effective only when (i) Construction Manager executes and delivers this Single Project Construction Services Agreement to Electrical Trade Manager, (ii) all appropriate blanks contained herein are completed, and (iii) each of the Exhibits A, B, C, D, E, F, and G (each of which is hereby incorporated herein) has been completed and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

ELECTRICAL TRADE MANAGER:

FIRM: FOREST ELECTRIC CORP.

OWNER:

BANC ONE BUILDING CORPORATION,
an Illinois Corporation

Agent : Tishman Construction Corporation of Maryland,
as Banc One Building Corporation's agent and
construction manager

By: _____

Name: _____

Title: _____

Philip Arthem
Philip Arthem
Chair / CEO

By: _____

Name: William Stanton

Title: Senior Vice President

LIST OF EXHIBITS
TO
SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT

EXHIBIT A	COMPLETION SCHEDULE
EXHIBIT B	SCHEDULE OF VALUES AND ANTICIPATED DRAW SCHEDULE
EXHIBIT C	PLANS AND SPECIFICATIONS
EXHIBIT D	WORK AREA
EXHIBIT E	MAXIMUM CHANGE ORDER RATES FOR OVERHEAD, PROFIT, CONTRACTOR'S FEE, AND GENERAL CONDITIONS
EXHIBIT F	RATES AND UNIT PRICES
EXHIBIT G	GENERAL CONDITIONS TO SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT

EXHIBIT A

COMPLETION SCHEDULE

~~Note: This Schedule must include the dates for Substantial Completion and Final Completion.~~

September 15, 2004

EXHIBIT B

SCHEDULE OF VALUES AND ANTICIPATED DRAW SCHEDULE

Note: These schedules must specifically separate out the Cost of the Work, Electrical Trade Manager's Fee, and General Conditions Items.

EXHIBIT C

PLANS AND SPECIFICATIONS

Attached Rider "B", List of Drawings and Specifications dated July 14, 2003 and all bulletins and addenda issued thereafter.

Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications

July 14, 2003

DWG./Spec. No.	Description	Date
CIVIL		
C-201	General Development Plan - Cover Sheet	April 30, 2003
C-202	Lines and Grades Plan	April 30, 2003
C-203	Lines and Grades Plan	April 30, 2003
C-204	Erosion and Sediment Control Plan	April 30, 2003
C-205	Erosion and Sediment Control Plan	April 30, 2003
C-206	Construction Details	April 30, 2003
C-207	Construction Details	April 30, 2003
C-208	Construction Details	April 30, 2003
C-209	Construction Details	April 30, 2003
C-210	Construction Details and Notes	April 30, 2003
C-301	Entrance/Exit Plan	
C-302	Entrance/Exit Plan	July 14, 2003
C-303	Entrance/Exit Plan	July 14, 2003
C-304	Entrance/Exit Plan	July 14, 2003
C-401	Fire Marshall Plan	April 30, 2003
C-501	Sanitary Sewer Construction Plan	
C-502	Sanitary Sewer Construction Plan	
C-503	Sanitary Sewer Construction Plan	
LANDSCAPE		
L101	Planting and Seeding Plan	April 30, 2003
L102	Planting and Seeding Plan	April 30, 2003
ARCHITECTURAL		
A00.00	Drawing Index, Vicinity Map, Location Map & Project Information	July 14, 2003
A00.01	Graphic Symbols and Abbreviations	July 14, 2003
A00.20	Overall Egress Plan and Occupancy Information	July 14, 2003
A00.50	Site Plan	July 14, 2003
A00.51	Enlarged Site Plans	July 14, 2003
A00.52	Site Elevations and Details	July 14, 2003
A01.01	Overall Slab Plan	June 11, 2003
A01.02	Overall Shell Construction Plan	July 14, 2003
A01.03	Overall Interior Construction Plan	July 14, 2003
A01.04	Overall Roof Plan	June 11, 2003
A01.05	Overall Roof Equipment Plan	June 11, 2003
A02.01.1	First Floor Slab Plan - Area A	July 14, 2003
A02.01.2	First Floor Slab Plan - Area B	July 14, 2003
A02.01.3	First Floor Slab Plan - Administration Area	July 14, 2003
A02.02.1	First Floor Shell Construction Plan - Area A	June 11, 2003
A02.02.2	First Floor Shell Construction Plan - Area B	July 14, 2003
A02.02.3	First Floor Shell Construction Plan - Administration Area	July 14, 2003
A02.03.1	First Floor Interior Construction Plan - Area A	July 14, 2003
A02.03.2	First Floor Interior Construction Plan - Area B	July 14, 2003
A02.03.3	First Floor Interior Construction Plan - Administration Area	July 14, 2003
A02.04.1	Roof Plan - Area A	July 14, 2003
A02.04.2	Roof Plan - Area B	July 14, 2003
A02.04.3	Roof Plan - Administration Area	July 14, 2003
A02.05.1	Roof Equipment Plan - Area A	July 14, 2003
A02.05.2	Roof Equipment Plan - Area B	July 14, 2003
A02.05.3	Roof Equipment Plan - Administration Area	June 11, 2003
A02.10	Enlarged Generator Plans	July 14, 2003
A03.01	Enlarged Power & Communication Plans	July 14, 2003
A04.01	Enlarged Reflected Ceiling Plans	July 14, 2003
A05.00.1	Room Finish Schedule & Finish Schedule	July 14, 2003
A05.01	Enlarged Finish Plans	July 14, 2003
A06.01	Enlarged Furniture Plans	July 14, 2003
A08.00	Enlarged Toilet Room Plans	July 14, 2003
A08.10	Enlarged Vestibule Plans, Elevations, & Details	July 14, 2003
A09.00	Exterior Building Elevations	July 14, 2003
A09.10	Building Sections	July 14, 2003
A09.11	Building Sections	July 14, 2003
A09.20	Enlarged Exterior Elevations-Administration Area	July 14, 2003
A09.21	Enlarged Exterior Elevations	June 11, 2003
A09.22	Enlarged Exterior Elevations	June 11, 2003
A09.23	Enlarged Exterior Elevations	June 11, 2003
A09.24	Enlarged Exterior Elevations	June 11, 2003
A09.30	Wall Sections	July 14, 2003
A09.31	Wall Sections	July 14, 2003
A09.32	Wall Sections - Administration Area	July 14, 2003
A10.00	Stair #1 - Plans & Sections	July 14, 2003
A10.01	Stair #2 - Plans & Sections	July 14, 2003
A10.10	Stair Details	July 14, 2003

B-0037

Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications

July 14, 2003

DWG./Spec No.	Description	Date
A11.00	Interior Elevations	July 14, 2003
A11.01	Interior Elevations	July 14, 2003
A11.02	Interior Elevations	July 14, 2003
A11.10	Interior Elevations - Toilet Rooms	July 14, 2003
A11.11	Interior Elevations-Break & Service Counters, Admin. Areas	July 14, 2003
A11.12	Interior Elevations	July 14, 2003
A12.00	Foundation Details	June 11, 2003
A12.01	Precast Concrete Panel Types	July 14, 2003
A12.02	Precast Concrete Panel Details	July 14, 2003
A12.03	Metal Panel & Curtain Wall Sectional Details - Administration Area	July 14, 2003
A12.04	Metal Panel & Curtain Wall Plan Details - Administration Area	July 14, 2003
A12.10	Exterior Details - Generator Shaft - North	July 14, 2003
A12.11	Exterior Details - Generator Shaft - South	July 14, 2003
A12.12	Expansion Joint Details	July 14, 2003
A12.13	Expansion Joint Details	July 14, 2003
A12.20	Roof Details	July 14, 2003
A12.21	Roof Details - Administration Area	July 14, 2003
A13.00	Partition Types	July 14, 2003
A13.01	Partition Types & Details	July 14, 2003
A13.20	Door Schedule	July 14, 2003
A13.30	Door Types & Door Details	July 14, 2003
A13.31	Door Details	July 14, 2003
A13.40	Milwork Details	July 14, 2003
A13.50	Ceiling Details	July 14, 2003
A13.60	Raised Floor Details & Misc. Details	July 14, 2003
STRUCTURAL		
S00.00	General Notes	June 11, 2003
S01.01.1	Foundation Plan - Area A	July 14, 2003
S01.01.2	Foundation Plan - Area B	July 14, 2003
S01.01.3	Foundation Plan - Area C	July 14, 2003
S01.02.1	Roof Framing Plan - Area A	July 14, 2003
S01.02.2	Roof Framing Plan - Area B	July 14, 2003
S01.02.3	Roof Framing Plan - Area C	July 14, 2003
S02.00	Foundation Details	July 14, 2003
S02.01	Foundation Details	June 11, 2003
S02.02	Foundation Details	June 11, 2003
S02.03	Retaining Wall Plan and Details	June 11, 2003
S03.00	Steel Column Schedule and Details	June 11, 2003
S03.01	Steel Bracing Elevations	July 14, 2003
S03.02	Bracing Details	June 11, 2003
S03.03	Typical Steel Details	June 11, 2003
S03.04	Typical Composite Details	June 11, 2003
S03.05	Steel Details	June 11, 2003
S03.06	Steel Details	June 11, 2003
S05.00	Masonry Details	June 11, 2003
S05.01	Masonry Details	June 11, 2003
MECHANICAL DRAWINGS		
M001	Legends, Abbreviations & Symbols	July 14, 2003
M101-A	Floor Plan - Ductwork - Part A	July 14, 2003
M101-B	Floor Plan - Ductwork - Part B	July 14, 2003
M101-C	Floor Plan - Ductwork - Part C (Admin)	July 14, 2003
M102-A	Roof Plan - Part A	July 14, 2003
M102-B	Roof Plan - Part B	July 14, 2003
M102-C	Roof Plan - Part C (Admin)	July 14, 2003
M201-A	Floor Plan - Piping - Part A	July 14, 2003
M201-B	Floor Plan - Piping - Part B	July 14, 2003
M301	Part. Plan Chiller Room A	July 14, 2003
M302	Part. Plan Chiller Room B	July 14, 2003
M303	Part. Plan Cooling Towers & Sections	July 14, 2003
M304	Under Floor Piping Details	July 14, 2003
M305	Part. Plan Fan Room #1	July 14, 2003
M306	Part. Plan Fan Room #2	July 14, 2003
M307	Part. Plan Generator Room	July 14, 2003
M308	Chiller Room Sections	July 14, 2003
M401	Chilled & Condenser Water Piping Flow Diagrams	July 14, 2003
M402	Air Flow Schematics - 1	July 14, 2003
M403	Air Flow Schematics - 2	July 14, 2003
M404	Motor Control Centers	July 14, 2003
M405	Wiring Diagrams	July 14, 2003
M501	Ductwork Details - 1	July 14, 2003

Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications

July 14, 2003

DWG./Spec No.	Description	Date
M502	Ductwork Details - 2	July 14, 2003
M503	Piping Details - 1	July 14, 2003
M504	Piping Details - 2	July 14, 2003
M601	HVAC Equipment Schedules - 1	July 14, 2003
M602	HVAC Equipment Schedules - 2	July 14, 2003
M603	HVAC Equipment Schedules - 3	July 14, 2003
M604	HVAC Equipment Schedules - 4	July 14, 2003
M605	HVAC Equipment Schedules - 5	July 14, 2003
M700	HVAC Control Points	July 14, 2003
M701	HVAC Control - Module Riser	July 14, 2003
M702	HVAC Control Points List - 1	July 14, 2003
M703	HVAC Control Points List - 2	July 14, 2003
M704	HVAC Control Points List - 3	July 14, 2003
M705	HVAC Control Points List - 4	July 14, 2003
M706	HVAC Control Points List - 5	July 14, 2003
M707	HVAC Control Points List - 6	July 14, 2003
M708	HVAC Control Points List - 7	July 14, 2003
M709	HVAC Control Points List - 8	July 14, 2003
M710	HVAC Control Points List - 9	July 14, 2003
M711	HVAC Control Points List - 10	July 14, 2003
M712	HVAC Control Points List - 11	July 14, 2003
M713	HVAC Control Points List - 12	July 14, 2003
M714	HVAC Control Points List - 13	July 14, 2003
PLUMBING		
P001	Symbol List, General Notes, Schedules and Details	June 11, 2003
P100A	Underground Floor Plan - Part A	July 14, 2003
P100B	Underground Floor Plan - Part B	May 23, 2003
P100C	Underground Floor Plan - Part C	July 14, 2003
P101-A	Floor Plan - Part A	June 11, 2003
P101-B	Floor Plan - Part B	July 14, 2003
P101-C	Floor Plan - Part C	July 14, 2003
P102-A	Roof Plan - Part A	July 14, 2003
P102-B	Roof Plan - Part B	July 14, 2003
P102-C	Roof Plan - Part C	June 11, 2003
P201	Partial Underground Floor Plan	May 23, 2003
P202	Partial Underground Floor Plans	July 14, 2003
P203	Partial Floor Plan	July 14, 2003
P204	Partial Floor Plan	July 14, 2003
P301	Water Storage Tank Detail	July 14, 2003
P302	Sanitary Riser Diagram	July 14, 2003
P303	Sanitary Riser Diagram	July 14, 2003
P304	Domestic Water Riser Diagram	July 14, 2003
FIRE PROTECTION DRAWINGS		
FP001	Symbol List, General Notes, Schedules and Details	July 14, 2003
FP101-A	Floor Plan - Part A	July 14, 2003
FP101-B	Floor Plan - Part B	July 14, 2003
FP101-C	Floor Plan - Part C	July 14, 2003
FP201	Partial Floor Plans and Details	July 14, 2003
ELECTRICAL		
E001	Abbreviations and Symbol List	May 23, 2003
E002	General Notes and Lighting Fixture Schedule	July 14, 2003
ES001	Electrical Site Plan	May 23, 2003
E101-A	Lighting Floor Plan - Part A	July 14, 2003
E101-B	Lighting Floor Plan - Part B	July 14, 2003
E101-C	Lighting Floor Plan - Part C	July 14, 2003
E101-D	Lighting Floor Plan - Part D	July 14, 2003
E101-E	Lighting Floor Plan - Part E	July 14, 2003
E101-F	Lighting Floor Plan - Part F	July 14, 2003
E101-G	Lighting Floor Plan - Part G	July 14, 2003
E101-H	Lighting Floor Plan - Part H (Admin. Area)	July 14, 2003
E102	Lighting Site Plan	July 14, 2003
E202-A	Power Floor Plan - Part A	May 23, 2003
E202-B	Power Floor Plan - Part B	May 23, 2003
E202-C	Power Floor Plan - Part C	May 23, 2003
E202-D	Power Floor Plan - Part D	May 23, 2003
E202-E	Power Floor Plan - Part E	May 23, 2003
E202-F	Power Floor Plan - Part F	May 23, 2003
E202-G	Power Floor Plan - Part G	May 23, 2003
E203-A	Power Floor Plan-RPP's, Receptacles and Phones Part-A	July 14, 2003
E203-B	Power Floor Plan-RPP's, Receptacles and Phones Part-B	July 14, 2003

B-0039

Bank One Core Data Center II
Brandywine, Delaware :
List of Drawings and Specifications

July 14, 2003

DWG./Spec No.	Description	Date
E203-C	Power Floor Plan-RPP's, Receptacles and Phones Part-C	July 14, 2003
E203-D	Power Floor Plan-RPP's, Receptacles and Phones Part-D	July 14, 2003
E203-E	Power Floor Plan-RPP's, Receptacles and Phones Part-E	July 14, 2003
E203-F	Power Floor Plan-RPP's, Receptacles and Phones Part-F	July 14, 2003
E203-G	Power Floor Plan-RPP's, Receptacles and Phones Part-G	July 14, 2003
E203-H	Power Floor Plan-RPP's, Receptacles and Phones Part-H-Admin Area	July 14, 2003
E204-A	Power & Lighting Roof Plan-Part-A	July 14, 2003
E204-B	Power & Lighting Roof Plan-Part-B	July 14, 2003
E204-C	Power & Lighting Roof Plan-Part-C	July 14, 2003
E302-A	Underground Grounding Plan - Part A	July 14, 2003
E302-B	Underground Grounding Plan - Part B	July 14, 2003
E302-C	Underground Grounding Plan - Part C (Admin. Area)	July 14, 2003
E303-A	Lightning Protection Roof Plan-Part A	July 14, 2003
E303-B	Lightning Protection Roof Plan-Part B	July 14, 2003
E303-C	Lightning Protection Roof Plan-Part C - Admin Area	July 14, 2003
E304-A	Fire Alarm Floor Plan-Part A	July 14, 2003
E304-B	Fire Alarm Floor Plan-Part B	July 14, 2003
E304-C	Fire Alarm Floor Plan-Part C (Admin)	July 14, 2003
E305-A	ASSD Floor Plan-Part A	July 14, 2003
E305-B	ASSD Floor Plan-Part B	July 14, 2003
E306-A	Power Underground Conduit Layout Plan - Part A	May 23, 2003
E306-B	Power Underground Conduit Layout Plan - Part B	May 23, 2003
E307-A	Telecom, Control, Electrical Power Monitoring, Underground Conduit Systems Plan - Part A	May 23, 2003
E307-B	Telecom, Control, Electrical Power Monitoring, Underground Conduit Systems Plan - Part B	May 23, 2003
E308-A	EPMS and BMS Lan Cable Plan - Part A	July 14, 2003
E308-B	EPMS and BMS Lan Cable Plan - Part B	July 14, 2003
E401-A	Main One Line Diagram	May 23, 2003
E401-B	Distribution One Line Diagram - Computer Substations 1A, 1B, 2A, 2B, MLBA & MLBB	May 23, 2003
E401-C	Distribution One Line Diagram - Computer Substations 3A, 3B, 4A & 4B	May 23, 2003
E401-E	Distribution One Line Diagram - Mechanical Substations 1A and 1B	May 23, 2003
E401-F	Distribution One Line Diagram - Mechanical Substations 2A and 2B	May 23, 2003
E401-H	Distribution One Line Diagram - Critical Output Distribution Switchgear 1A and 1B	May 23, 2003
E401-I	Distribution One Line Diagram - Critical Output Distribution Switchgear 2A and 2B	May 23, 2003
E401-J	Distribution One Line Diagram - Critical Output Distribution Switchgear 3A and 3B	May 23, 2003
E401-K	Distribution One Line Diagram - Critical Output Distribution Switchgear 4A and 4B	May 23, 2003
E402	Part One Line Diagrams for Kirk Key and Synch. Check Relaying	July 14, 2003
E403	12kV Distribution Switchgear "MD-A" & "MD-B" Relay Diagrams	July 14, 2003
E404	Generator Switchgear and Generator Relay Diagrams	July 14, 2003
E405-A	EMPS Typical for 43.5kV, 13.8kV A & B MV CB	July 14, 2003
E405-B	EPMS Main Distribution Switchgear 1	July 14, 2003
E405-C	EPMS Main Distribution Switchgear 2	July 14, 2003
E405-D	EPMS Diesel Generator	July 14, 2003
E405-E	EPMS Diesel Generator Switchgear	July 14, 2003
E405-F	EPMS Computer Substation Side A & B	July 14, 2003
E405-G	EPMS Mechanical Substation Side A & B	July 14, 2003
E405-H	EPMS Loadbank Substation A & B	July 14, 2003
E405-I	EPMS UPS & SSC Output Switchgear	July 14, 2003
E405-J	EPMS Critical Output Distribution Switchgear	July 14, 2003
E405-K	EPMS Alt Critical Output Switchgear	July 14, 2003
E405-L	EPMS UPS MB A & B	July 14, 2003
E405-M	RPP	July 14, 2003
E406-A	EPMS Screen Flow and Summary Description	July 14, 2003
E406-B	EPMS #1 Screen Name List	July 14, 2003
E406-C	EPMS #2 Screen Name List	July 14, 2003
E406-D	EPMS #3 Screen Name List	July 14, 2003
E406-E	EPMS #4 Screen Name List	July 14, 2003
E407-A	EPMS System Cabling and Details	July 14, 2003
E407-B	EPMS & BMS Lan Details	July 14, 2003
E408	EPMS GPS System Diagrams	July 14, 2003
E409	Control Block Diagram	July 14, 2003
E410	Control Wiring Block Diagram	July 14, 2003
E411-A	EPO Diagram-Data Center 'A' and Generator Rooms 1A and 1B	July 14, 2003
E411-B	EPO Diagram-Data Center 'B' and Generator Rooms 2A and 2B	July 14, 2003
E412	125VDC Battery System	July 14, 2003
E422	Fire Alarm and ASSD System Connection Diagram and Mounting Details	July 14, 2003
E501	Lighting Panel Schedules	July 14, 2003
E502-A	UPS Receptacle Panel Schedules	July 14, 2003
E502-B	UPS Receptacle Panel Schedules	July 14, 2003
E503	Receptacle Panel Schedules	July 14, 2003
E504-A	Mechanical Equipment Panel Schedules	July 14, 2003
E504-B	Mechanical Equipment Panel Schedules	July 14, 2003
E504-C	Mechanical Equipment Panel Schedules	July 14, 2003
E504-D	Mechanical Equipment Panel Schedules	July 14, 2003

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**Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications**

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DWG./Spec No.	Description	Date
E505-A	PP Panel Schedules	July 14, 2003
E505-B	PP Panel Schedules	July 14, 2003
E506	Miscellaneous Mechanical Loads	July 14, 2003
E507-A	DC "A" Panel Schedules	July 14, 2003
E507-B	DC "B" Panel Schedules	July 14, 2003
E601	Grounding Details Part 1	May 23, 2003
E602	Grounding Details Part 2	May 23, 2003
E603	Lighting Control Panel Schedules and Details	
E604	Smoke Detection and Fire Alarm Details	July 14, 2003
E605	Lighting Details	July 14, 2003
E606	Lightning Protection Details	July 14, 2003
E607	Power Underground Conduit Sections and Details	May 23, 2003
E610	Switchgear Elevations	July 14, 2003
E611	Switchgear Elevations	July 14, 2003
E612	Electrical Details	July 14, 2003
E613	Underfloor Receptacle Details	July 14, 2003
SECURITY DRAWINGS		
SE001	Security Symbols, Drawing List and Notes	May 23, 2003
SE101-A	Floor Security Plan - Part A	May 23, 2003
SE101-B	Floor Security Plan - Part B	May 23, 2003
SE101-C	Security Floor Plan - Part C - Admin. Area & Site Gate Security Part Plan	May 23, 2003
SE401	Security Block Diagrams & Riser Diagram	July 14, 2003
SE601	Security System Details Sheet #1	July 14, 2003
SE602	Security System Details Sheet #2	July 14, 2003
FUEL OIL		
F101	Part Site and Generator Room Plan - Gen. Rms 1A and 2A	May 23, 2003
F102	Part Site and Generator Room Plan - Gen. Rms 1B and 2B	May 23, 2003
F103	Part Plans and Sections	July 14, 2003
F401	Fuel Oil Flow Diagram - Gen. Rms 1A and 1B	April 30, 2003
F402	Fuel Oil Flow Diagram - Gen. Rms 2A and 2B	April 30, 2003
F403	Fuel Oil System Connection Diagrams	April 30, 2003
F404	Fuel Oil System Monitoring System	April 30, 2003
F405	Fuel Oil Control Diagram	July 14, 2003
F501	Underground Fuel Oil Storage Tank Details	April 30, 2003
F502	Details	April 30, 2003
DIVISION 1		
GENERAL REQUIREMENTS		
01100	Summary	April 18, 2003
01140	Work Restrictions	April 18, 2003
01210	Allowances	April 18, 2003
01250	Contract Modification Procedures	April 18, 2003
01270	Unit Prices	April 18, 2003
01290	Payment Procedures	April 18, 2003
01310	Project Management And Coordination	April 18, 2003
01320	Construction Progress Documentation	April 18, 2003
01330	Submittal Procedures	April 18, 2003
01331	Coordination Drawings CAD Waiver	April 18, 2003
01400	Quality Requirements	April 18, 2003
01420	References	April 18, 2003
01500	Temporary Facilities And Controls	April 18, 2003
01600	Product Requirements Substitution Request	April 18, 2003
01700	Execution Requirements	April 18, 2003
01731	Cutting And Patching	April 18, 2003
01770	Closeout Procedures	April 18, 2003
01771	Final Cleaning	June 11, 2003
DIVISION 2		
SITE CONSTRUCTION		
02100	Site Preparation	April 18, 2003
02200	Site Excavation, Filling and Grading	April 18, 2003
02270	Temporary Erosion and Sediment Control Measures	April 18, 2003
02271	RIPRAP	April 30, 2003
02430	Catch Basins	April 30, 2003
02484	Topsolling	April 30, 2003
02486	Fertilizing and Seeding	April 30, 2003
02489	Mulching	April 30, 2003
02490	Sodding	April 30, 2003
02492	Watering	April 30, 2003
02504	Pavement Milling	April 30, 2003
02510	Concrete Sidewalks	April 30, 2003
02511	Seal Coat	April 30, 2003
02512	Saw Cutting	April 30, 2003

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Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications

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DWG./Spec No.	Description	Date
02513	Bituminous Concrete Paving, Hot-Mixed	April 30, 2003
02514	Adjusting and Repairing Existing Catch Basins and Manholes	April 30, 2003
02520	Portland Cement Concrete Paving	April 30, 2003
02528	Concrete Curb	April 30, 2003
02579	Pavement Millings	April 30, 2003
02605	Manholes	April 30, 2003
02610	Reinforced Concrete Pipe/HDPE	April 30, 2003
02612	PVC Sanitary Sewer and Pipe Fittings	April 30, 2003
02620	Subdrainage	April 30, 2003
02622	PVC Storm Sewer Pipe and Fittings	April 30, 2003
02665	Ductile Iron Pipe and Fittings	April 30, 2003
02668	Water Valves and Valve Boxes	April 30, 2003
02669	Standard Fire Hydrant	April 30, 2003
02721	Junction Boxes	April 30, 2003
02900	General Planting	April 30, 2003
02910	Topsoll and Seeding	April 30, 2003
DIVISION 3	CONCRETE	
03100	Concrete Formwork	April 30, 2003
03200	Concrete Reinforcement and Embedded Assemblies	April 30, 2003
03300	Concrete	April 30, 2003
03450	Plant-Precast Architectural Concrete	May 7, 2003
DIVISION 4	MASONRY	
04820	Unit Masonry Assemblies	June 11, 2003
DIVISION 5	METALS	
05120	Structural Steel	May 7, 2003
05300	Meat Deck	May 7, 2003
05511	Metal Stairs	June 11, 2003
05521	Exterior Pipe and Tube Railings	June 11, 2003
05811	Architectural Joint Systems	June 11, 2003
DIVISION 6	WOOD & PLASTICS	
06105	Miscellaneous Carpentry	July 14, 2003
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
07115	Bituminous Dampproofing	June 11, 2003
07210	Building Insulation	June 11, 2003
07412	Metal Wall Panels	June 11, 2003
07552	SBS-Modified Bituminous Membrane Roofing	June 11, 2003
07620	Sheet Metal Flashing and Trim	June 11, 2003
07716	Roof Expansion Assemblies	June 11, 2003
07720	Roof Accessories	June 11, 2003
07841	Through-Penetration Firestop Systems	April 30, 2003
07900	Joint Sealers	April 30, 2003
07920	Joint Sealants	June 11, 2003
DIVISION 8	DOORS AND WINDOWS	
08111	Steel Doors and Frames	June 11, 2003
08125	Interior Aluminum Frames	July 14, 2003
08211	Flush Wood Doors	July 14, 2003
08311	Access Doors and Frames	July 14, 2003
08331	Overhead Coiling Doors	June 11, 2003
08411	Aluminum Entrances and Storefronts	June 11, 2003
08700	Door Hardware (CDC2)	June 11, 2003
08711	Door Hardware	July 14, 2003
08716	Power Door Operators	July 14, 2003
08800	Glazing	June 11, 2003
08911	Structural Glazed Aluminum Curtain Wall	June 11, 2003
DIVISION 9	FINISHES	
09260	Gypsum Board Assemblies	June 11, 2003
09310	Ceramic Tile	July 14, 2003
09511	Acoustical Panel Ceilings	July 14, 2003
09514	Acoustical Metal Pan Ceiling	July 14, 2003
09654	Linoleum Floor Coverings	July 14, 2003
09681	Carpet Tile	July 14, 2003
09922	Interior Painting (Professional Line Products)	July 14, 2003
09960	High-Performance Coatings	June 11, 2003

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**Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications**

July 14, 2003

DWG./Spec No.	Description	Date
DIVISION 10	SPECIALTIES	
10101	Presentation Dry Erase Wallcovering	July 14, 2003
10155	Toilet Compartments	July 14, 2003
10200	Louvers and Vents	June 11, 2003
10265	Impact-Resistant Wall Protection	July 14, 2003
10270	Access Flooring	July 14, 2003
10505	Metal Lockers	July 14, 2003
10520	Fire-Protection Specialties	July 14, 2003
10605	Wire Mesh Partitions	July 14, 2003
10801	Toilet and Bath Accessories	July 14, 2003
DIVISION 11	EQUIPMENT	
11010	Window Washing Systems	July 14, 2003
11160	Loading Dock Equipment	June 11, 2003
DIVISION 12	FURNISHINGS	
12484	Floor Mats and Frames	July 14, 2003
12491	Horizontal Louver Blinds	July 14, 2003
DIVISION 13	SPECIAL CONSTRUCTION	
13700	SECURITY ACCESS AND SURVEILLANCE	July 14, 2003
13701	ACCESS CONTROL & ALARM MONITORING SYSTEMS	July 14, 2003
13702	CLOSED-CIRCUIT TELEVISION SYSTEMS	July 14, 2003
DIVISION 14	CONVEYING SYSTEMS	
14610	Fixed Hoists	July 14, 2003
DIVISION 15	MECHANICAL	
15020H	HVAC REQUIREMENTS	July 14, 2003
15145H	HANGERS AND SUPPORTS	July 14, 2003
15170H	MOTORS	July 14, 2003
15175H	MOTOR CONTROLLERS	July 14, 2003
15180H	MOTOR-CONTROL CENTERS	July 14, 2003
15190H	HVAC IDENTIFICATION	July 14, 2003
15200H	INSULATION	July 14, 2003
15241H	HVAC VIBRATION CONTROLS AND SEISMIC RESTRAINTS	July 14, 2003
15491H	FUEL-OIL SYSTEM	July 14, 2003
15500H	PIPING SYSTEMS	July 14, 2003
15540H	HVAC PUMPS	July 14, 2003
15545H	WATER TREATMENT	July 14, 2003
15560H	LIQUID LEAK DETECTION SYSTEMS	July 14, 2003
15575H	BREECHINGS, CHIMNEYS AND STACKS	July 14, 2003
15600H	REFRIGERATION SYSTEM EQUIPMENT	July 14, 2003
15761H	AIR COILS	July 14, 2003
15784H	COMPUTER-ROOM AIR-CONDITIONING UNITS INSTALLATION	July 14, 2003
15805H	DIESEL ENGINE INSTALLATION	July 14, 2003
15810H	HUMIDIFIERS	July 14, 2003
15832H	FINNED-TUBE RADIATION	July 14, 2003
15835H	UNIT HEATERS	July 14, 2003
15850H	FANS	July 14, 2003
15854H	CENTRAL-STATION AIR-HANDLING UNITS	July 14, 2003
15856H	INTAKE AND RELIEF VENTILATORS	July 14, 2003
15890H	SHEET METAL WORK	July 14, 2003
15933H	AIR TERMINALS	July 14, 2003
15990H	TESTING, ADJUSTING AND BALANCING	July 14, 2003
DIVISION 15	Plumbing	
15020P	PLUMBING REQUIREMENTS	July 14, 2003
15100P	PLUMBING VALVES	July 14, 2003
15135P	PLUMBING METERS AND GAGES	July 14, 2003
15145P	Plumbing Hangers and Supports	June 11, 2003
15170P	PLUMBING MOTORS	July 14, 2003
15190P	Plumbing Identification	June 11, 2003
15241P	Plumbing Vibration Controls and Seismic Restraints	June 11, 2003
15260P	Plumbing Insulation	June 11, 2003
15321P	ELECTRIC-DRIVE, VERTICAL FIRE PUMPS	July 14, 2003
15325P	FIRE-SUPPRESSION SPRINKLERS	July 14, 2003
15411P	PLUMBING WATER DISTRIBUTION PIPING	July 14, 2003
15420P	PLUMBING DRAINAGE AND VENT PIPING	July 14, 2003
15430P	PLUMBING SPECIALTIES	July 14, 2003
15440P	Plumbing Fixtures	June 11, 2003
15441P	COOLING TOWER WATER MAKEUP PUMPS	July 14, 2003
15442P	Duplex Domestic Water Pumping System	June 11, 2003

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Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications

July 14, 2003

DWG./Spec No.	Description	Date
15452P	SUMP PUMPS	July 14, 2003
15461P	Electric Water Heaters	June 11, 2003
DIVISION 16	ELECTRICAL	
16050	BASIC ELECTRICAL REQUIREMENTS	July 14, 2003
16055	TEMPORARY ELECTRICAL FACILITIES FOR CONSTRUCTION	July 14, 2003
16071	SEISMIC CONTROLS FOR ELECTRICAL WORK	July 14, 2003
16075	ELECTRICAL IDENTIFICATION	July 14, 2003
16080	ACCEPTANCE TESTING	July 14, 2003
16120	CONDUCTORS AND CABLES	July 14, 2003
16121	CONTROL/SIGNAL TRANSMISSION MEDIA	July 14, 2003
16124	MEDIUM-VOLTAGE CABLES	July 14, 2003
16130	RACEWAYS, BOXES AND CABINETS	July 14, 2003
16140	WIRING DEVICES	July 14, 2003
16145	LIGHTING CONTROL DEVICES	July 14, 2003
16312I	12KV-480/277 VOLT SUBSTATIONS - Installation Only	July 14, 2003
16344I	12KV DISTRIBUTION SWITCHGEARS - Installation Only	July 14, 2003
16345I	12KV PARALLELING SWITCHGEAR - Installation Only	July 14, 2003
16415	TRANSFER SWITCHES	July 14, 2003
16425	SWITCHBOARDS	July 14, 2003
16426I	SWITCHGEARS (CRITICAL OUTPUT DISTRIBUTION) - Installation Only	July 14, 2003
16441I	ALTERNATE CRITICAL SWITCHBOARDS - Installation Only	July 14, 2003
16452	GROUNDING	July 14, 2003
16461	DRY TYPE TRANSFORMERS (600V AND LESS)	July 14, 2003
16470	PANELBOARDS	July 14, 2003
16471I	POWER DISTRIBUTION UNIT (PDU'S) - Installation Only	July 14, 2003
16475	FUSES	July 14, 2003
16476	DISCONNECT SWITCHES AND CIRCUIT BREAKERS	July 14, 2003
16480I	LOAD BANKS - Installation Only	July 14, 2003
16511	INTERIOR LIGHTING	July 14, 2003
16521	EXTERIOR LIGHTING	July 14, 2003
16610I	UNINTERRUPTIBLE POWER SUPPLY SYSTEM - Installation Only	July 14, 2003
16621I	PACKAGED ENGINE GENERATORS - Installation Only	July 14, 2003
16637I	REMOTE POWER PANELS (RPP'S) - Installation Only	July 14, 2003
16722	AIR SAMPLING SMOKE DETECTION SYSTEMS	July 14, 2003
16723	ADDRESSABLE FIRE ALARM SYSTEMS	July 14, 2003
16997	ELECTRICAL SYSTEM COMMISSIONING REQUIREMENTS	July 14, 2003
DIVISION 17	HVAC CONTROL SYSTEMS	
17975H	HVAC CONTROL SYSTEMS	July 14, 2003

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EXHIBIT D

WORK AREA

4001 Governor Printz Blvd.
Wilmington, DE 19802

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Single Project Construction Services Agreement 3/03/2003

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EXHIBIT E

MAXIMUM CHANGE ORDER RATES FOR OVERHEAD,
PROFIT, ELECTRICAL TRADE MANAGER'S FEE, AND GENERAL CONDITIONS

- | | | |
|----|---|--|
| 1. | Subcontractor may add to its "on-site" cost for extra Work. | _15_ % for all overhead, profit, fee and general conditions items |
| | Subcontractor may add to an additional percentage to subcontractor's costs for administration and supervision of extra Work by a sub-subcontractor. | _6_ % for all overhead, profit, fee and general conditions items |
| 2. | Electrical Trade Manager may add to its "on-site" cost of extra Work when such Work is performed directly at the site with its own personnel, equipment and materials, it being agreed by Electrical Trade Manager that it will not subcontract out work when it would be more efficient (both in terms of time and money) for Electrical Trade Manager's own personnel to perform such work. | N/A % for all of Electrical Trade Manager's Fee and General Conditions Items related to such Change Order |
| 3. | Electrical Trade Manager may add an additional percentage to subcontractor's costs for administration and supervision of extra Work by a subcontractor. | _6_ % for all of Electrical Trade Manager's Fee and plus General Conditions Items related to such Change Order |
| 4. | Electrical Trade Manager shall deduct over and above his "on-site" cost of deleted Work when such Work would have been performed directly at the Site with its own personnel, equipment and materials. | N/A % for all of Electrical Trade Manager's Fee and General Conditions Items related to such Change Order |
| 5. | Electrical Trade Manager shall deduct an additional percentage over and above subcontractor's credit for administration and supervision of extra Work by a subcontractor. | _6_ N/A % for all of Electrical Trade Manager's Fee and General Conditions Items related to such Change Order |

EXHIBIT F

RATES AND UNIT PRICES

Item
N/A

Price

F-1